

This Trust Agreement is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated 11/1/21 and known as Trust No. 507-21 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue therein, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 10/21 day of January, A.D. 19 94.

PIONEER BANK & TRUST COMPANY

By: [Signature]
Vice President/Trust Officer

Attest: [Signature]
Assistant Secretary

Property of Cook County Clerk's Office

25-000

STATE OF ILLINOIS)
) 33
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10/21 day of January, 19 94

OFFICIAL SEAL
ALINA E. MIRANDA
Notary Public in and for the State of Illinois
My Commission Expires 11/1/97

[Signature]
Notary Public

UNOFFICIAL COPY ASSIGNMENT OF RENTS

94273482

KNOW ALL MEN BY THESE PRESENTS, that whereas, Pioneer Bank and Trust Co., not

personally but solely an trustee under Trust #5372 dated 11-10-43

of the city of Chicago, County of Cook, and State of Illinois

In order to secure an indebtedness of Forty six thousand one hundred seventy eight and 75/100 Dollars \$46,178.75

executed a mortgage of even date herewith, mortgaging to Martel Investments

the following described real estate:

Legal Description

Lot 2 (except the East 20 feet thereof) Lot 3 In Flynn and Son's Subdivision of Lots 24 to 34 Inclusive In Block 17 In Hayen Kolvyn Grove Addition a Subdivision of the Southwest Quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

commonly known as 4404-10 W. Altgeld Avenue, Chicago, Illinois 60634

P.L.N. 13-27-319-034

DEPT-01 RECORDING \$25.50
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COOK COUNTY RECORDER

and, whereas, Martel Investments, P.O. Box 34383, Chicago, Illinois 60639 is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned Pioneer Bank & Trust Co., not personally but solely as trustee under Trust #5372 dated 11-10-43

hereby assign (s), transfer (s) and set (s) over unto MARTEL INVESTMENTS

hereinafter referred to as the CORP. and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the CORP. under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the CORP. and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said CORP. the agent of the undersigned for the management of said property, and do hereby authorize the CORP. to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said CORP. may do.

It is understood and agreed that the said CORP. shall have the power to use and apply said avails, interest and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said CORP. due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the CORP. will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the CORP. may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said CORP. shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the CORP. to exercise any right which it might exercise hereunder shall not be deemed a waiver by the CORP. of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this

THIS INSTRUMENT PREPARED BY: A. D. 19

Paul P. Harris
1701 S. First Avenue
Maywood, Illinois 60153



BEFORE ME, Notary Public in and for said County, in and for said State, the undersigned, (SEAL)
AND I have known (SEAL)
and know the contents of the foregoing instrument, (SEAL)
and know the contents of the foregoing instrument, (SEAL)
94273482 (SEAL)

STATE OF ILLINOIS
COUNTY OF COOK

MAILED TO
SS.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person whose name subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this day of A. D. 19

Notary Public.

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